

A.G. CONTRACT NO. KR-88-2041-TRD

ECS FILE: IGA-88-56

PROJECT: M-504-3-306PE, 508C  
SECTION: Buckeye Road,  
59th - 43rd Avenues

AGREEMENT  
BETWEEN  
STATE OF ARIZONA  
AND  
KAIBAB INDUSTRIES

THIS AGREEMENT entered into this 16<sup>th</sup> day of November, 1988,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION, hereinafter called "State" and KAIBAB INDUSTRIES,  
hereinafter called "Kaibab".

Whereas, State is empowered by Sections 28-108 and 28-1865 Arizona Revised Statutes to enter into this agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement, and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, Kaibab desires to enter into this agreement and has, by its letter of authority, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of Kaibab; and

WHEREAS, Kaibab desires the construction of a bus bay on the south side of Buckeye Road, east of its intersection with 51st Avenue; and

WHEREAS, State intends to construct roadway improvements to Buckeye Road (S.R. 85) from 59th Avenue to 35th Avenue and agrees to include the bus bay desired by Kaibab in the State roadway improvement project; and

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WHEREAS, the increased cost to design and construct said bus bay desired by Kaibab is estimated to be TWENTY-THREE THOUSAND TWO HUNDRED SEVENTY-NINE DOLLARS (\$23,279) as detailed on Exhibit A attached hereto and made a part hereof and Kaibab agrees to bear the total cost for said increased cost including all reasonable costs related to construction change orders, delays, or valid claims for extra compensation made by the contractor relative to said bus bay.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Prepare plans for roadway improvements to Buckeye Road from 59th Avenue to 35th Avenue.

2. Include in the project improvements, plans for a bus bay on the south side of Buckeye Road east of its intersection with 51st Avenue as desired by Kaibab.

3. Provide to Kaibab plans for bus bay for review.

4. Recommend to the State Transportation Board acceptance of right-of-way donated by Kaibab for construction of the bus bay on property owned by Kaibab.

5. Follow established State procedures for bidding of the project, contract for construction of all improvements, supervise construction, make all payments to the contractor, and approve and accept the new facilities.

6. Upon completion of construction for the project submit to Kaibab a detailed accounting of all design and increased construction costs for said bus bay desired by Kaibab and a bill for any costs in excess of the amount deposited by Kaibab prior to award of a construction contract. In the event that Kaibab's financial obligations for the design and construction of said bus bay are less than Kaibab's contribution prior to award, said submittal to include a check equal to the difference in actual cost and the cash deposit made with State.

KAIBAB SHALL:

1. Review plans prepared by State for the construction of bus bay on the south side of Buckeye Road east of 51st Avenue as desired by Kaibab.

2. Provide to State a right-of-entry to construct the bus bay on property owned by Kaibab.

3. Provide to State necessary right-of-way for construction of said bus bay as detailed on Exhibit B attached hereto and made a part hereof. Said right-of-way to be provided to State upon approval of the State Transportation Board at no cost to State.

4. Deposit with State cash in the amount of TWENTY-THREE THOUSAND TWO HUNDRED SEVENTY-NINE DOLLARS (\$23,279) for design and increased construction costs for said bus bay; said deposit equal to the estimated costs for design and increased costs for construction of the bus bay. Said cash deposit to be made prior to advertisement for a construction contract for the Buckeye Road project from 59th Avenue to 35th Avenue.

5. Within 20 days of receipt of bill from State, remit payment in full to State.

THIS AGREEMENT shall remain in full force and effect until completion of said construction project as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days' written notice to the other party.

THIS AGREEMENT shall become effective upon execution by both parties to the agreement.

Both parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement, a copy of Kaibab's Letter of Authority signed by its designated representative authorizing entry into this agreement and stating that said agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

KAIBAB INDUSTRIES

STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION

BY: [Signature]

BY: T. A. Bryant, II  
Thomas A. Bryant, II  
State Engineer

ATTEST: [Signature]

## EXHIBIT A

to

AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
KAIBAB INDUSTRIES

Estimate design and construction costs  
for bus bay on Buckeye Road

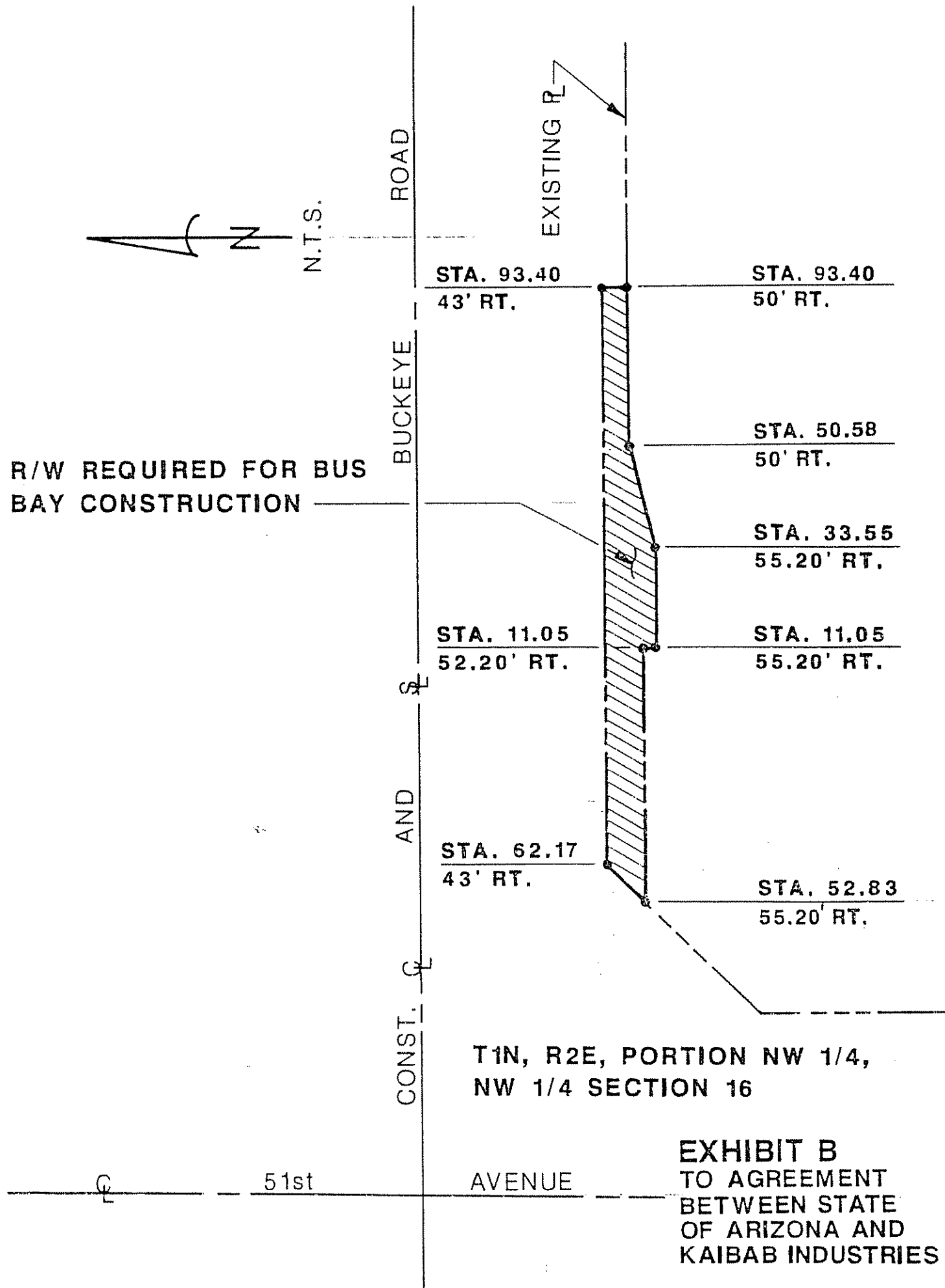
| ITEM    | DESCRIPTION  | UNIT   | UNIT<br>QUANTITY | COST    | AMOUNT |
|---------|--|--------|------------------|---------|--------|
| 2050001 | Grading Roadway for Pavement                         | S.Y.   | 142              | \$5     | \$ 710 |
| 2070001 | Dust Palliative                                      | M Gal. | 6                | \$8     | 48     |
| 3030022 | Aggregate Base, Class 2                              | C.Y.   | 4                | \$16    | 64     |
| 4010028 | P.C. Concrete Pavement                               | S.Y.   | 130              | \$50    | 6,500  |
| 4040046 | Asphalt Cement (AC-40) (For 3/4" Mix)                | Ton    | 0.13             | \$225   | 30     |
| 4060006 | Asphaltic Concrete (3/4" Mix)                        | Ton    | 3                | \$20    | 60     |
| 5011009 | Pipe, Reinforced Concrete, Class IV                  | L.F.   | 40               | \$45    | 1,800  |
| 5030031 | Concrete catch Basin (C-15.20)                       | Each   | 1                | \$2,000 | 2,000  |
| 7050022 | Pavement Marking, Preformed, Type I,<br>White Stripe | L.F.   | 150              | \$ 1.50 | 225    |
| 7310590 | Mast Arm (40 Ft.) (Tapered)                          | Each   | 1                | \$1,200 | 1,200  |
| 7320070 | Electrical Conduit (3") (PVC)                        | L.F.   | 10               | \$10    | 100    |
| 7320650 | Conductors   | L.S.   | 1                | \$115   | 115    |
| 7330310 | Traffic Signal Mounting Assembly<br>(Type II)        | Each   | 1                | \$75    | 75     |

| ITEM    | DESCRIPTION   | UNIT | UNIT<br>QUANTITY | COST | AMOUNT    |
|---------|---|------|------------------|------|-----------|
| 9080051 | Concrete Curb & Gutter (C-05.10)<br>Type A            | L.F. | 41               | \$6  | 246       |
| 9080092 | Concrete Curb & Gutter (C-05.10)<br>Type A (Modified) | L.F. | 90               | \$10 | 900       |
| 9080201 | Concrete Sidewalk (C-05.20)                           | S.F. | 25               | \$2  | 50        |
| 9080295 | Concrete Sidewalk Ramp, Type A<br>(Detail "T")        | No   | Change           |      |           |
| 9080297 | Concrete Sidewalk Ramp, Type D<br>(Detail "T")        | No   | Change           |      |           |
| 9080301 | Concrete Driveway (C-05.20) (Modified)                | S.F. | 255              | \$3  | 765       |
| 9080601 | Concrete Bus Shelter Pad (Phoenix<br>Detail 1259)     | S.F. | 49               | \$7  | 343       |
|         | SUBTOTAL  |      |                  |      | \$ 15,231 |

CREDITS

| ITEM    | DESCRIPTION                                  | UNIT | UNIT<br>QUANTITY | COST    | AMOUNT   |
|---------|--|------|------------------|---------|----------|
| 7310580 | Mast Arm (35 FT.) (Tapered)                  | Each | 1                | \$1,000 | \$ 1,000 |
| 7330340 | Traffic Signal Mounting Assembly<br>(Type V) | Each | 1                | \$200   | 200      |
|         | SUBTOTAL                                     |      |                  |         | \$ 1,200 |

|   |           |
|---|-----------|
| NET ADDED CONSTRUCTION COSTS (15,231 - \$1,200) | \$ 14,031 |
| PLUS: 10% Construction Contingency              | 1,403     |
| ADD: Engineering Design Costs                   | 7,845     |
| TOTAL COSTS ASSIGNED TO KAIBAB INDUSTRIES       | \$ 23,279 |





**Kaibab**

DEDICATED TO  
EXCELLENCE

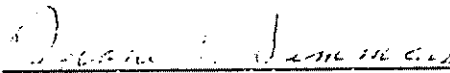
CERTIFIED COPY OF RESOLUTION  
OF  
THE BOARD OF DIRECTORS  
OF  
KAIBAB INDUSTRIES

November 14, 1988

I, Duane M. Simmons, Assistant Secretary-Treasurer of Kaibab Industries, an Arizona corporation duly authorized and existing under the laws of the State of Arizona, do hereby certify that the following resolution is a true and complete copy of a resolution duly adopted at a meeting of the Board of Directors of said corporation, duly called and held on November 14, 1988 at which a quorum was present acting throughout and that such resolution has not been revoked or modified and it is still in full force and effect:


RESOLVED, that William M. Cassel, Vice President of Kaibab Industries, is hereby duly authorized to act for and on behalf of the corporation in signing the Agreement Between the State of Arizona and Kaibab Industries, a copy of which is attached hereto as Exhibit "A". Said Agreement relates to the construction of a bus bay at Station #141 and is acknowledged to be in the proper format.

CORPORATE SEAL

  
Duane M. Simmons, Assistant Sec./Treas.

STATE OF ARIZONA     )  
                                  ) ss:  
County of Maricopa    )

The foregoing instrument was acknowledged before me this 14th day of November, 1988 by Duane M. Simmons, Assistant Secretary-Treasurer of Kaibab Industries, an Arizona corporation.

  
Notary Public

My Commission Expires June 23, 1991

Corporate Headquarters  
4602 E. Thomas Road  
P.O. Box 52111  
Phoenix, Arizona 85072

602/840-5555

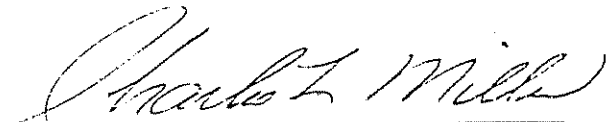
ECS FILE: IGA-88-56

PROJECT: M-504-3-306PE, --506C  
SECTION: 59th - 43rd Avenue  
(Buckeye Road)

RESOLUTION

BE IT RESOLVED on this 8<sup>th</sup> day of August, 1988, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Agreement with Kaibab Petroleum Company for the construction of a bus bay on Buckeye Road near 51st Avenue in conjunction with State's roadway improvements to S.R. 85 from 59th Avenue to 43rd Avenue.

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



Charles L. Miller, Director  
Arizona Department of Transportation